

**CANYON VISTA POOL ASSOCIATION**  
**Membership agreement**

Instructions:

1. Print or type the information requested below.
2. Provide appropriate signatures and dates where required.
3. Send the completed original of this form to the following address:

**CVPA, P.O. Box 4634, White Rock, NM 87547**

<b>Membership Number</b>	<b>Member's Name (last, first,)</b>		
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Home Phone</b>	<b>Cell Phone</b>	<b>Email</b>	

This Membership Agreement, by and between the Canyon Vista Pool Association, Inc., a New Mexico non- profit corporation, hereinafter call the "Association", and the undersigned member of said corporation, hereinafter called the "Member":

In consideration of the mutual promises herein contained, the parties agree as follows:

1. The Association agrees to provide and maintain its outdoor heated swimming pool, change rooms, patios, fencing, and related facilities in a manner that complies with state health regulations.
2. The Member shall pay an annual assessment set by the Board of Directors of the Association by the due date shown, or a written Notice of the amount thereof of the assessment is delinquent. The Board of Directors shall also set a fee for any new memberships, which it sells. In the event the Member fails to pay any assessment, the Association may elect, through its Board of Directors to:

A. Collect by any means available to it under applicable law, the amount due plus a finance charge, at eighteen percent (18%) interest per annum, that shall commence to accrue on any assessment that is unpaid for forty-five (45) days after Notice of the amount thereof; or

B. Send the Member a 30-day written notice to the address shown on Association records, by certified mail, return receipt requested, that the membership would be terminated, and all rights of membership of the Member shall cease.

3. All moneys received by the Association as membership fees shall be used to defray the

cost of equipping and maintaining said swimming pool and related facilities, other costs related thereto, and for no other purposes. [SEP]

4. The Member agrees to comply with all Rules and Regulations promulgated by the Board of Directors of the Association, including any Amendments thereto. [SEP]
5. This Agreement and all privileges conferred upon the Member hereby may be assigned, transferred, or sold by the Member to any third party who qualifies for membership under the Association's By-Laws, and who agrees to be bound by the terms of the Membership Agreement then approved by the Board of Directors of the Association. Such assignment, transfer and sale shall not be effective until the Association is notified in writing. The Member may also lease a membership for a period of no longer than one (1) year.
6. The Association is at all times fully responsible for the operation and maintenance of said swimming pool and related facilities. It is understood and agreed that the Member assumes no obligations or liability hereunder in connection with the operation or maintenance of said swimming pool and related activities. The Association agrees that it will provide or cause to be provided qualified personnel for the facilities; that it will discharge all obligations in connection therewith; and that it will at all appropriate times maintain in force and effect, with a responsible carrier, liability insurance coverage in no less than the following amounts: for bodily injury: \$150,000 per person, \$300,000 per occurrence; and for property damage: \$25,000 per occurrence.
7. The Member understands and agrees that a membership may be used by the Member, the Member's spouse, if married, the Member's children who reside with the Member at his. or her home address, the Member's children who are full-time students or members of the Armed Forces, and the parent and parents-in-law of the Member if and only if they actually reside with the Member. In the event of a divorce of two (2) persons who hold a membership, the board may require them to elect which of the two persons who own the membership shall be the Member for purposes of determining eligible "family" as defined in the By-Laws and as described in this paragraph.
8. This Agreement shall be binding upon the heirs, successors, assigns, and legal representatives of the parties hereto.

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Member's Signature

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Member's Spouse's Signature (if any)

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Signature of the Membership Director, Canyon Vista Pool Association, Inc.

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Signature of the Treasurer, Canyon Vista Pool Association, Inc.